

**AGREEMENT  
BETWEEN  
THE PATTERSON FOUNDATION  
AND  
SARASOTA COUNTY SCHOOL DISTRICT**

This Agreement (this "Agreement") is made and entered into this 2<sup>nd</sup> day of November, 2010, by and between The Patterson Foundation ("TPF") and Sarasota County School District "District".

1. Identification of TPF. TPF is a wholly charitable trust governed by the laws of the State of Florida. TPF confirms that it is recognized by the Internal Revenue Service (the "IRS") as a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and as a private foundation within the meaning of Code Section 509(a). TPF's contact person for all matters relating to this Agreement is Pamela G. Truitt, TPF's Initiative Manager for Student Emergency Fund. TPF's address to which any notice or other communication hereunder shall be sent is: The Patterson Foundation, c/o Pamela G. Truitt, Initiative Manager, 2 North Tamiami Trail, Suite 206, Sarasota, Florida 34236.

2. Identification of Sarasota School District. The "district" is a political subdivision of the state of Florida organized under the laws of the State of Florida. The "District" contact person for all matters relating to this Agreement is Robyn Marinelli, Supervisor, Student Services. The "District" address to which any notice or other communication hereunder shall be sent is: 1960 Landings Boulevard, Sarasota, Florida 34231.

3. The Project. In consideration of this Agreement and all Payments hereunder, the "District" shall use such funds for the purpose of the Scope and Schedule of Deliverables described in Exhibit A.

4. Payments. TPF agrees to make the following gifts to the "District" (each, a "Payment" and collectively the "Payments"), such Payments having a cumulative value of up to \$24,482. TPF expressly reserves the right to cease Payments as otherwise provided in this Agreement:

Payment dated November 2, 2010: \$12,241.00

Payment dated January 10, 2011: \$12,241.00

TPF and the "District" agree that the schedule and amounts of the Payments may be modified by the mutual written consent of TPF and the "District".

5. Budget. The parties acknowledge that the schedule of Payments set forth above is designed to provide funds to pursue the Program in accordance with the proposed budget for application of the Payments to the Program attached hereto as Exhibit B (the "Budget"). The parties agree that the Budget may be modified by the mutual written consent of all parties.

6. Communications Plan. The parties agree to use their best efforts to develop a collaborative communications plan (the "Communications Plan") which will guide and control the dissemination of information about the Initiative by the parties. In the absence of a Communications Plan, either party can disseminate information about the Initiative upon consent of the other party.

7. Intellectual Property. The parties agree that the work made in the course of any “District” supported effort shall be the property of the “District”.

8. Obligations of the “District”. The “District” shall:

- a. Apply every Payment in support of the Project;
- b. Adhere to the Budget;
- c. Adhere to the goals and purposes of the Program, as described in this Agreement and the Scope of Services, Exhibit A;
- d. Provide TPF with written reports (“Reports”), which shall be delivered to TPF not more than thirty (30) days following the end of each grading period. The District will provide TPF verbal reports on an “as requested by TPF” basis. Each Report shall (i) detail the manner in which proceeds from any Payments made hereunder have been allocated from the closing date of the prior Report (or from the date of this Agreement in the case of the first Accounting) through a closing date of thirty (30) days before the due date of the Report, (ii) reflect any divergence from the Budget, (iii) include a statement that all affirmative obligations under this Agreement have been met. In furtherance of the parties mutual goal of learning from the shared experience created through this Agreement, each Report also shall set forth the reflections and observations of the “District” regarding the goals, dynamics, successes and failures of the Project for the period covered by the Report;
- e. Meet with TPF at the end of each grading period to review Reports and more frequently as requested by TPF;
- f. Use no portion of any Payment to carry on propaganda or otherwise attempt to influence legislation, to influence the outcome of a public election, to carry on a voter registration drive, to make a grant that does not comply with Code Section 4945(d)(3) or (4), or to finance an activity for any purpose other than the charitable purposes stated in Code Section 170(c)(2)(B).

9. Early Cessation of Payments. TPF reserves the right to cease making any further Payments hereunder in the event the “District” fails to comply with its affirmative obligations under this Agreement or with any other terms of this Agreement.

10. Liability. As between them, the parties agree that each will be solely responsible for the actions of its employees and agents in performing the acts contemplated in this Agreement. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of the School Board or to affect, limit or reduce the protection afforded the School Board under the provisions of Florida law. Notwithstanding the preceding, the neither party shall be liable for the negligent acts or omissions of the other.

11. Modification. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning such subject matter, and may be modified only by a written instrument duly executed by both parties.

12. Notices. Any contractual notice required or permitted to be given hereunder shall be in writing and shall be sent to the party to whom it is to be given either (i) by US certified mail, return

receipt requested, at the address of such party set forth above, or (ii) by any other means, including other means of US mail, email or private delivery services, provided receipt of the party to whom the notice is to be given is acknowledged or can be verified. Any notice given pursuant to this paragraph shall be deemed given at the time of receipt thereof.

13. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

14. Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement. This Agreement does not create a partnership between the parties and neither party shall bear responsibility for the actions, inactions or debts of the other party in connection any matter, including but not limited to the Project.

15. Counterparts, Governing Law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective parties to this Agreement and have caused this Agreement to be executed as of the date first above written.

**THE PATTERSON FOUNDATION**

November 3, 2010

\_\_\_\_\_  
Debra Jacobs, President

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Pamela Truitt, Initiative Manager

**SARASOTA COUNTY SCHOOL DISTRICT**

November 2, 2010

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Shirley Brown, Chair

Approved for Legal Content  
October 21, 2010, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

**EXHIBIT A**  
**STUDENT EMERGENCY FUND/SCOPE OF SERVICES**

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**Purpose:** To provide last resort, one-time, urgent funding for students; helping to properly prepare and equip them for positive classroom performance.

**District Staff assigned to supervise and administer the program:** Robyn Marinelli, Supervisor, Student Services; Pat Peverill, Department Chair for School Social Work; and Katrina Ward, School District Guidance Specialist.

Scope of Services

- The District will identify student emergencies and determine eligibility. Any Pre-K-12 student in the public schools who has an immediate one-time emergency need with no other funding resources are eligible for funding.
- The District will ensure that eligible emergencies are addressed in a timely fashion, subject to local, state and federal laws.
- During the rollout period, the District has agreed that any indirect costs incurred during the rollout will be waived. TPF agrees that the amount (\$750) will be added to the amount of funds available to District Staff to address student needs, subject to the eligible items identified in Exhibit C. . (Note: the indirect costs are based on the federal grant indirect costs of 3%).
- TPF and the District will study and learn from the rollout, which will take place over two grading periods beginning October 26, 2010 and ending March 30, 2011, unless the dates are changed by mutual consent.
- TPF's Initiative Manager may visit schools included in the rollout program with a District Social Worker or Counselor for the purpose of observing how the program works.
- The District will educate and train appropriate school personnel on the rollout program (principals, school nurses, social workers, counselors and school bookkeepers). TPF's Initiative Manager will participate as an observer in the District's training.
- TPF and the District have selected six (6) schools for the rollout program: 2 elementary; 2 middle and 2 high schools. The rollout includes Title 1 and non-Title 1 schools. The schools and the percentage of students eligible for free/reduced lunch (as of March 2010) are:

<u>School Name</u>	<u>Percentage of Students That Qualify for Free/Reduced Lunch (as of March 2010)</u>
Gocio Elementary (Title 1)	80%

Englewood Elementary	54%
Booker Middle (Title 1)	82%
Venice Middle	44%
Booker High	60%
North Port High	58%

- In addition to the above list of schools, TPF agrees to an allocation for the District staff to fund student emergencies for any referral from any of the District’s schools during the rollout. The amount is identified in Exhibit B, the Budget.
- TPF and the District agree that funds will be distributed for eligible items only. The District agrees to use its best judgment in determining the intent and spirit of the word ‘emergency’. The District will use its best judgment when determining whether to fund true emergencies when there is a question of whether the request is eligible or not.
- The list of eligible and ineligible items is listed in Exhibit C.
- Any District employee, parent or student may refer a student for emergency one-time funding. Students needing emergency funding may self-select without referral.
- All requests for \$500.00 or more will require the approval from the school Principal and Student Services staff.
- District social workers and counselors will either (i) approve disbursement of funds, (ii) disapprove disbursement of funds, or (iii) seek further recommendation from the school nurse, social worker, teacher, principal, etc.
- District staff (specifically Cafeteria Supervisors) are the only persons on school campuses with knowledge on which students qualify for free/reduced lunch. TPF acknowledges that funds may be spent on all students at rollout schools and relies on District staff to use their best judgment in determining true emergencies and need.
- Rollout schools will access funds through a line item in their budgets. Student emergency expenses will be paid for with District Purchase Cards issued to Social Workers, supplemented by cash when the Purchase card cannot be used. The District has the flexibility to use other payment methods during the rollout period to fund student emergencies as long as the methods are accepted by the District and within the established Budget.
- District social workers and counselors will coordinate with school bookkeepers to ensure expenses are entered into the District’s accounting system for reporting to TPF.
- The District has established an on-line reporting form for each student emergency funding request. The on-line form is linked to a report that tabulates information that TPF and the District agree will assist in assessing the program. The District will keep the electronic reporting system during the rollout and may make improvements. Limited personnel at the District will have access to the report to protect student privacy.
- The District will provide TPF with written reports, which shall be delivered to TPF not more than thirty (30) days following the end of each grading period.
- The District will provide TPF verbal updates on an “as requested by TPF” basis. TPF agrees it will not make unreasonable requests to the District.
- Each Report shall (i) detail the manner in which proceeds from any Payments made hereunder have been allocated from the closing date of the prior Report (or from the date of this Agreement in the case of the first Accounting) through a closing date of thirty (30) days before the due date of the Report, (ii) reflect any divergence from the Budget, (iii) include a

statement that all affirmative obligations under this Agreement have been met. In furtherance of the parties mutual goal of learning from the shared experience created through this Agreement, each Report also shall set forth the reflections and observations of the District regarding the goals, dynamics, successes, failures and recommended changes of the Program for the period covered by the Report.

- The District will assist TPF with community engagement by marketing the fund within the schools.
- The District will share with TPF all learnings from the rollout.
- The District will share with TPF stories of how the program helped students. TPF may share these stories through media.

**EXHIBIT B**  
**STUDENT EMERGENCY FUND/BUDGET**

<b>BUDGET: October 2010 – March 2011</b>						
Name and Position	% FTE	Salary Amount	Fringe Benefits	Indirect Costs	Total Funds Requested	In-Kind Contributions
<b>PERSONNEL &amp; FUNCTIONS</b>						
Robyn Marinelli, Program Supervisor	0					X
Pat Peverill, Program Coordinator	0					X
Katrina Ward, Program Coordinator	0					X
<b>TRAVEL (Mileage)</b>						
						X
<b>ROLLOUT ALLOCATIONS (1) (2)</b>						
Gocio Elementary					\$3,060	
Englewood Elementary					1,076	
Booker Middle					3,580	
Venice Middle					1,686	
Booker High					3,260	
North Port High					7,070	
District Staff (3)					4,750	
Indirect Expenses	0	0	0	0	0	
<b>TOTAL BUDGET</b>	0	0	0	0	\$24,482	

- (1) Based on percentage of students qualifying for free/reduced lunch x \$10/students. The amounts listed above are for two grading periods. The percentage of free/reduced lunch was determined March 30, 2010.
- (2) All requests for \$500 or more will require the approval from the school Principal and Student Services staff.
- (3) Amount available to District staff is \$2,000 per grading period. The District will waive the indirect cost allocation (based on the 3% federal grant indirect cost) and TPF agrees to add this amount to the District Staff budget.

**EXHIBIT C**  
**STUDENT EMERGENCY FUND**  
**ELIGIBLE AND INELIGIBLE CATEGORIES**

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TPF and the District agree that funds will be distributed for eligible items only. The District agrees to use judgment in determining the intent and spirit of the word ‘emergency’. The District will use its best judgment when determining whether to fund true emergencies when there is a question of whether the request is eligible or not. All requests for \$500 or more will require the approval from the school Principal and Student Services staff.

Categories Eligible for Funding

1. Shoes/Clothing items.
2. School uniforms.
3. Personal toiletries.
4. Laundry supplies.
5. Medical treatments (one time). The fund will provide one-time funding for a child who needs urgent medical attention. Eligible expenses may include: cost of sliding-fee at Health Department; cost of visit at a walk-in health clinic; one-time medications needed for treatment (antibiotics, decongestant, cough suppressant, etc.) Note: medical treatments require the approval of the School Nurse and Principal.
6. Dental treatment – urgent care; one-time only. Requires approval of School Nurse and Principal.
7. Vision care – replacement of lost glasses; initial consultation, new eyeglasses.
8. Transportation:
  - a. One month bus pass for eligible high school students who need alternative transportation
  - b. Taxi or bus transportation to a medical/dental/vision appointment for student plus parent/guardian.
9. Lice shampoo—with School Nurse approval.
10. Food – for the student and family – one time urgent situation.
11. School supplies—backpack, paper, pencils, crayons, etc., ONLY if all other resources have been exhausted.

Categories Not Eligible for Funding include, but are not limited to:

1. Repeat, long term issues requiring exploration of alternate options.
2. Rent or mortgage payments.
3. Deposits on apartments, houses, etc.
4. Utility payments.
5. Expenses for other family members.
6. Bicycle helmets.
7. Car seats.
8. Medications beyond one-time emergency treatment.
9. Extended medical, dental or vision treatment.
10. Parent transportation.
11. Physicals required for school entry.
12. Birth Certificates.
13. Text books, agenda books, work books, graphing calculators.
14. Home computers.